

STATE OF MONTANA

MOTOR POOL LEASE AGREEMENT

This lease agreement is made and entered into this **APRIL 9, 2008** between the Montana Department of Transportation - Motor Pool program, hereinafter referred to as the Motor Pool, and the **DEPARTMENT OF ENVIROMENTAL QUALITY – REMEDIATION DIVISION**, hereinafter referred to as Lessee.

Motor Pool and Lessee agree as follows:

1. Motor Pool hereby leases to the Lessee a motor vehicle as follows:

Vehicle Number	MP 04-A78
Description	2006 FORD EXPEDITION
Color:	WHITE
Serial Number:	1FMPU16526LA61655
Odometer reading	45,677 ON 04/03/2008
at time of Lease:	

2. Lessee agrees to pay Motor Pool a rental rate, which has been approved by the Legislature and published by the Motor Pool. The rental rate charge will be a dual rate charge. Lessee will pay an assigned time charge for 8 hours a day every calendar day plus a usage rate for every mile driven.
3. Lessee agrees to submit vehicle mileage trip tickets per the attached trip ticket schedule. Vehicle mileage may be submitted via the on-line web usage report program, excel spreadsheet or individual trip ticket. In the event the Lessee does not meet the deadline requirements on the schedule, the lessee will automatically be charged the assigned time rate charge. The Lessee will remain responsible for the mileage (usage) on the next billing cycle.
4. Lessee agrees to require user(s) of the leased vehicle to abide by all State and Federal laws governing motor vehicle operation and driver licensing.
5. Motor Pool agrees that all fuel costs used in the leased vehicle and all regular maintenance and repair costs required by the vehicle except as provided in paragraph 7 of this agreement, shall be born by Motor Pool from the rental costs paid by Lessee as provided for in Paragraph 2. Lessee agrees to follow all policies and procedure pertaining to the Motor Pool Program.
6. Lessee agrees to abide by the NO-SMOKING policy in accordance with the MCA 50-40, Montana Clean Indoor Air Act.

lease agreement is cancelled. Lessee will be notified prior to any action, and will have 15 days written notice.

14. If Lessee requests agreement to be terminated before term limit has expired, a written request must be submitted to the Chief of the Equipment Bureau. If termination of agreement(s) proves to be a hardship for the Motor Pool then a penalty may be charged against the Lessee to ensure the Motor Pool will meet its operating obligations. (i.e. a hardship would be the inability of the Motor Pool to reassign unit to another user or the inability to assign the unit to the Motor Pools daily use fleet).
15. Lease agreement is effective **UNTIL 10/1/2008**

Signature: **CATHERINE LECOURS** **841-5040**

Lessee:  Date 4.9.08

Motor Pool Information Only

Vehicle contact person: **CATHERINE LECOURS** **Phone # 841-5040**

Trip Ticket Contact Person: **CAROLYN FOUS-JACKIEWICZ** **Phone # 444-5339**

Location of vehicle: **HELENA**

Address of Lessee: **DEQ – REMEDIATION DIVISION**
2209 PHONENIX AVENUE
PO BOX 200901
HELENA MT 59620-0901

Date Picked up: **04/03/2008**

Replacement for: **Ending Mileage:**

Vin #: **TEMP LEASE -**

7. Lessee agrees that in the event that the leased vehicle is damaged through neglect or abuse, the Lessee will be responsible for the cost of all repairs and/or replacement of the vehicle, after the costs have been established through approved channels. Liability disputes will be resolved by the Maintenance Division Administrator and responsible counterparts and the agency involved. This provision affects ONLY those vehicles that the Lessee has NOT acquired comprehensive/collision insurance coverage per Section 11.
8. Lessee agrees to immediately notify the Motor Pool if the leased vehicle is involved in any accident.
9. In the event of a breakdown, Motor Pool will take responsibility for the associated recovery costs of the vehicle (i.e. towing, repairs etc.). The Lessee will be responsible for other vehicle rental, hotel accommodation or any other related expenses that are not motor pool vehicle specific expenses.
10. Lessee acknowledges that liability insurance for any vehicle leased from the Motor Pool is the responsibility of the Motor Pool. Additional insurance coverage will be the responsibility of the leasing agency.
11. Effective July 1, 2001, automatic comprehensive/collision coverage will be provided for all state agencies for the first 30 days of the lease at no cost to the agency.

Agencies that desire comprehensive/collision coverage for use of a motor pool vehicle in excess of 30 days must submit a written request to the Department of Administration - Risk Management & Tort Defense Division. Coverage will begin immediately upon written notification.

The Risk Management & Tort Defense Division will direct bill the lessee's agency a deductible for each loss. The deductible will be the responsibility of the lessee's agency.

Any questions regarding the comprehensive/collision coverage must be directed to the Risk Management & Tort Defense Division at 406-444-2421.

12. All special equipment to be installed on any vehicle leased requires written pre-approval from the Motor Pool Manager or Chief of the Equipment Bureau. All costs associated with the installation or removal will be the Lessee's responsibility.
13. Motor Pool reserves the right to determine when vehicles should be rotated or taken out of operation and/or replaced. In the event the Motor Pool determines the vehicle is identified to be rotated, or taken out of operation due to age, mileage, inefficient use, condition or other factors, it reserves the right to cancel this lease agreement. Lessee will be responsible for all rental to the date the